

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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VALEANT PHARMACEUTICALS  
INTERNATIONAL, INC.; VALEANT  
PHARMACEUTICALS INTERNATIONAL; and  
AGMS, INC.,

Plaintiffs,

v.

AIG INSURANCE COMPANY OF CANADA;  
ACE INA INSURANCE COMPANY; ALLIANZ  
GLOBAL RISKS US INSURANCE COMPANY;  
ARCH INSURANCE CANADA LTD; EVEREST  
INSURANCE COMPANY OF CANADA;  
HARTFORD FIRE INSURANCE COMPANY;  
IRONSHORE CANADA LTD.; LIBERTY  
INTERNATIONAL UNDERWRITERS, a division  
of LIBERTY MUTUAL INSURANCE  
COMPANY; and LIBERTY MUTUAL  
INSURANCE COMPANY; LLOYD'S  
UNDERWRITERS; LLOYD'S CONSORTIUM  
9885 (a/k/a STARR FINANCIAL LINES  
CONSORTIUM 9885); LLOYD'S SYNDICATE  
ANV 1861; LLOYD'S SYNDICATE AMA 1200;  
LLOYD'S SYNDICATE ARGO 1200; LLOYD'S  
SYNDICATE AWH 2232; LLOYD'S  
SYNDICATE BRT 2987; LLOYD'S SYNDICATE  
CVS 1919; LLOYD'S SYNDICATE HCC 4141;  
LLOYD'S SYNDICATE MITSUI 3210; LLOYD'S  
SYNDICATE MIT 3210; LLOYD'S SYNDICATE  
NAV 1221; LLOYD'S SYNDICATE QBE 1886;  
LLOYD'S SYNDICATE SJC 2003; ROYAL &  
SUN ALLIANCE INSURANCE COMPANY OF  
CANADA; TEMPLE INSURANCE COMPANY;  
and XL INSURANCE COMPANY SE.,

Defendants.

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Civil Action No.: 3:18-cv-00493

**“SO ORDERED” STIPULATION OF PARTIAL DISMISSAL WITH PREJUDICE AS  
TO DEFENDANT EVEREST**

WHEREAS, Plaintiffs Valeant Pharmaceuticals International, Inc., Valeant Pharmaceuticals International, and AGMS, Inc. (collectively, “Plaintiffs”) filed this action seeking insurance coverage for certain claims under two sets of insurance programs: (1) a program for the period of September 28, 2013 to September 28, 2014 (the “2013-2014 Program”) and (2) a program for the period of September 28, 2015 to September 28, 2016 (the “2015-2016 Program”);

WHEREAS, Defendant Everest Insurance Company of Canada (“Everest”) issued an insurance policy as part of the 2013-2014 Program and an insurance policy as part of the 2015-2016 Program; and

WHEREAS, Plaintiffs and Everest have reached a settlement with respect to claims under the 2015-2016 Program but not as to claims under the 2013-2014 Program;

**NOW THEREFORE**, Plaintiffs and Everest hereby stipulate to the dismissal with prejudice of (a) Counts II, VI and VIII of Plaintiffs’ Complaint (the “2015-2016 Claims”) in this action and (b) Count IX of Plaintiffs’ Complaint in this action as to Plaintiffs’ claim for all attorneys’ fees, costs and expenses incurred in the prosecution of this action as to the 2015-2016 Claims, with each party bearing its own costs and attorneys’ fees with respect to the litigation of the 2015-2016 Claims. This stipulation does not apply to Plaintiffs’ remaining claims against Everest in the Complaint (the “2013-2014 Claims”) or as to Plaintiffs’ claims against any other Defendant in this litigation.

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-and-

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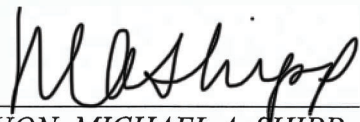
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AGMS, Inc.*

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*Attorneys for Defendant,  
Everest Insurance Company of Canada*

**IT IS SO ORDERED.**

Dated: 10/26/2021

  
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HON. MICHAEL A. SHIPP, U.S.D.J.